

DOCUSIGN

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: Boiler Masters Inc. VENDOR # 1000021022

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

Marlin Hargett m3@bmiatlantic.com
Print Name E-Mail Address

TYPE OF CONTRACT: New Renewal Amendment Services Goods Consulting Construction Lease Other

SCOPE OF WORK: Replace Two Chillers: One Each at the East and North Regional Libraries

CONTRACT AMT: \$226,000.00 CONTRACT TERM: July 1, 2025 – June 30, 2026 RFP/IFB/RFQ#: 25-026

FUNDING SOURCE/TITLE: County State Federal Title/Name of Grant Funds _____

UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES NO

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	4004300000	4190420000	5200160100	4190420030076402		0026	\$106,000.00		North Library
2	4004300000	4190420000	5200160100	4190420030076402		0026	\$106,000.00		East Library
3	4004300000	4190420000	5200160100	4190420030076402		0026	\$14,000.00		Msc Costs

RISK MANAGER Contract Requires Risk Management Review/Approval? YES NO

COUNTY ATTORNEY

Signature: _____ Date: _____

Reviewing Attorney: _____ Date: _____

Contract Requires BOCC Approval? YES NO Date of BOCC Approval: 05/27/2025

REQUISITIONER

DocuSigned by:

Joseph Caruth Date: 7/17/2025 | 2:44 PM

Print Name/E-Mail: Joseph Caruth jcaruth@dconc.gov

PURCHASING MANAGER

Jonathan Hawley Date: 7/17/2025 | 2:23 PM

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSigned by:

Motiryo Keambiroiro Date: 7/17/2025 | 2:53 PM

Print Name/Title: Motiryo Keambiroiro, Director of General Services

E-Mail Address: mkeambiroiro@dconc.gov

CHIEF FINANCIAL OFFICER

Crystal Wright Date: 7/22/2025 | 10:49 AM

DocuSign E-Signature

COUNTY MANAGER

Claudia O. Hager Date: 7/24/2025 | 11:49 AM

DocuSign E-Signature

CLERK TO THE BOARD

Date: _____

DocuSign E-Signature

IS&T DEPT

Date: _____

DocuSign E-Signature

FUNDS RESERVATION# 26-045

Purchasing Comments: **NON-COMP - PRIORITY REQUEST PER DEPT**

DELAY PROCESSING DUE TO ACCOUNT ERROR MSG.



Funds Reservation 260000045

General Data			
Company code	DCNC	Document date	07/10/2025
		Posting date	07/10/2025
More Data			
Text	SERVICE CONTRACT 07/01/25 - 06/30/26 RFP25-026		
Overall Amount	226,000.00 USD		
To Approve	0.00 USD		

Document item 001			
Text	North Library		
REPLACE TWO CHILLERS: ONE EACH AT THE EAST AND NORTH REGIONAL LIBRARIES			
Fund	4004300000	Funds center	4190420000
Cost Center	4190420000	G/L account	5200160100
Vendor	1000021022	Vendor Name	BOILER MASTERS INC
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	4190420030076402
Amount	106,000.00 USD		
Open amount	106,000.00 USD		
To approve	0.00 USD		

Document item 002			
Text	East Library		
REPLACE TWO CHILLERS: ONE EACH AT THE EAST AND NORTH REGIONAL LIBRARIES			
Fund	4004300000	Funds center	4190420000
Cost Center	4190420000	G/L account	5200160100
Vendor	1000021022	Vendor Name	BOILER MASTERS INC
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	4190420030076402
Amount	106,000.00 USD		
Open amount	106,000.00 USD		
To approve	0.00 USD		


 PURCHASING OFFICER

 CHIEF FINANCIAL OFFICER



COUNTY OF DURHAM

Purchasing Division of the Finance Department
201 East Main Street 7th Floor, Durham NC 27701
919-560-0051(Telephone); 919-560-0057(Fax)

Funds Reservation 2600000045

General Data			
Company code	DCNC	Document date	07/10/2025
		Posting date	07/10/2025
More Data			
Text	SERVICE CONTRACT 07/01/25 - 06/30/26 RFP25-026		
Overall Amount	226,000.00 USD		
To Approve	0.00 USD		

Document item 003			
Text	Msc Costs		
REPLACE TWO CHILLERS: ONE EACH AT THE EAST AND NORTH REGIONAL LIBRARIES			
Fund	4004300000	Funds center	4190420000
Cost Center	4190420000	G/L account	5200160100
Vendor	1000021022	Vendor Name	BOILER MASTERS INC
Ordering Address		Ordering Address	
Grant	NOT_RELEVANT	WBS Element	4190420030076402
Amount	14,000.00 USD		
Open amount	14,000.00 USD		
To approve	0.00 USD		


PURCHASING OFFICER

CHIEF FINANCIAL OFFICER



North Carolina
Durham County

CERTIFICATION

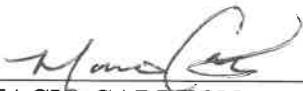
I, Macio Carlton, the duly appointed and qualified Deputy Clerk of the Durham County Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of:

The Board of County Commissioners authorized the County Manager to enter into a contract with Boiler Masters, Inc. in the amount of \$226,000.00 to replace air-cooled chillers at the East and North Regional Libraries. The Board also allowed the County Manager to sign off on subsequent extensions, change orders, or amendments associated with this contract as necessary to continue services as required as long as funds are available in the CIP fund.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of Durham County, this 27th day of May 2025.

(SEAL)





MACIO CARLTON
Deputy Clerk to the Board of County Commissioners

Administration's General Budget were utilized to initiate the contracts needed with vendors to assist with the 2025 General Reappraisal due to the lack of available funds in the Revaluation Budget. Some of the annual recurring contracts that were budgeted in the Revaluation Budget were also funded by the General Budget due to the lack of availability.

Alignment with Strategic Plan: This item aligns with Durham County Strategic Goal: Safety and Resilience

Resource Persons: Keyar Doyle, Tax Administrator

County Manager's Recommendation: The County Manager recommends that the Board approve Approval of Budget Ordinance Amendment No 25BCC087 Tax Administration to Appropriate \$277,500 of General Fund fund balance for Increased Costs Related to Revaluation

Attachments: [AAF87 Legal Form](#)

25-0226

Approval of the contract with Boiler Masters, Inc. in the amount of \$226,000.00 to replace the air-cooled chillers at the East and North Regional Libraries, and the authority to execute change orders/amendments to the contract as long as funds are available in the CIP fund.

Agenda Text:

The Board is requested to authorize the County Manager to enter into a contract in the amount of \$226,000.00 with Boiler Masters, Inc. utilizing Capital Improvement Funds (CIP) allocated for this project.

The contract will allow for the replacement of two air-cooled chillers one each, at the East and North regional Libraries. The chillers are original to the facility and have passed their useful life span. Due to the age of the equipment maintenance issues have increased, and failures have risen, with an increase in costs to maintain the units in working order. New units will be operationally more efficient and maintenance costs will decrease.

Alignment with Strategic Plan: This project aligns with Sustainable Infrastructure and Environment, Maintaining, protecting, and improving natural and built systems to support a sustainable community.

Resource Persons: Motiryo Keambiroiro, Director General Services, Shawn Swiatocha, Assistant Director, David Alpaugh, Project Facilitator

County Manager's Recommendation: The County Manager recommends that the Board authorize the County Manager to enter into a contract with Boiler Masters, Inc. in the amount of \$226,000.00 to replace air-cooled chillers at the East and North Regional Libraries. The County Manager also recommends the Board allow the County Manager to sign off on subsequent extensions, change orders, or amendments associated with this contract as necessary to continue services as required as long as

funds are available in the CIP fund.

- Attachments:** [AAF Supplemental Document - Contract Approval](#)
[MWBE Compliance Review Form-Agenda Action Form RFP 25-026 North & Ea](#)
[BID PACKAGE BOILER MASTERS](#)
[Justification Letter for Boiler Masters](#)
[RFP 25-026 Replacement of Air-Cooled Chillers at the North and East Regional](#)

25-0238 ~~Approval of amendment with HDR Engineering Inc of the Carolinas to provide design, bidding, and construction contract administration for the installation of a whole site generator at the Northern Durham Convenience Center in the amount of \$6,000 for a total contract not-to-exceed amount of \$666,832.~~

Agenda Text: The Board is requested to authorize the County Manager to approve the amendment with HDR Engineering Inc of the Carolinas to provide design, bidding, and construction contract administration for the installation of a whole site generator at the new Northern Durham Convenience Center in the amount of \$6000 for a total contract not-to-exceed amount of \$666,832.

The original site design included accommodation for a portable backup generator to provide power to maintain operations of key functions of the administrative building, but not to operate the site for waste disposal. The County seeks to install a whole site generator which would allow the facility to maintain full site operations for citizens during periods of power loss. This amendment will allow HDR to complete the contract administration phase of the project. Existing funds for this amendment are available in Capital Improvement Project #4190 DCO79.

Alignment with Strategic Plan: This item aligns with Strategic Goal: Sustainable Infrastructure & Environment.

Resource Persons: Motiryo Keambiroiro, General Services Director; Darius Allen, Waste Reduction Supervisor; Chrissie Koroivui, Solid Waste Program Manager

County Manager’s Recommendation: The County Manager recommends that the Board authorize the County Manager to approve the amendment with HDR Engineering Inc of the Carolinas to provide design, bidding, and construction contract administration for the installation of a whole site generator at the new Northern Durham Convenience Center in the amount of \$6000 for a total contract not-to-exceed amount of \$666,832.

- Attachments:** [Supplemental AAF Amendment 6](#)
[Hdr Amendment 6](#)
[Attachment A - Amd 6 Northern CC Bidding and Contract Administration Assista](#)

25-0247 ~~Approve a contract with Wilson and Cofield Electric Service, Inc to~~

**NORTH CAROLINA
DURHAM COUNTY**

SERVICE CONTRACT

THIS CONTRACT is made, and entered into this the 1st day of July, 2025, by and between the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and **BOILER MASTERS, INC.** a Corporation, Limited Liability Company, Individual, or other Entity duly authorized to do business in the state of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”). Attachment 1 is hereby incorporated herein and made a part of this contract. In the case of a conflict between this base contract and any attachment, the terms of this base contract shall control. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

The COUNTY will perform on-going contract monitoring to ensure full compliance with the terms of this contract. CONTRACTOR agrees to cooperate with the COUNTY in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

- 2. EFFECTIVE DATE AND TERM OF CONTRACT.** The “effective date” of this Contract shall be the date first set forth above in the preamble to this Contract, irrespective of the date of execution by the parties. The first date written above is **July 1, 2025**. All renewal or non-renewal periods or deadlines stated in this Contract, if any, shall be calculated based on the “effective date” indicated above.

The Term of this contract for services is from July 1, 2025 to June 30, 2026, unless sooner terminated as provided herein.

- 3. PAYMENT TO CONTRACTOR.**

3a. CONTRACTOR shall receive from COUNTY an amount not to exceed **Two Hundred and Twenty-Six Thousand Dollars AND 00/100 DOLLARS (\$226,000.00)** as full compensation for the provision of Services. COUNTY agrees to pay CONTRACTOR at the rates specified for Services performed to the satisfaction of the COUNTY, in accordance with this contract, and Attachment 1. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to COUNTY by the end of the month during which Services are performed. A Funds Reservation number may be assigned to encumber the funds associated with this contract and must appear on all invoices and correspondence mailed to COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by COUNTY.

3b. The Parties agree and acknowledge that any and all payments described herein are contingent upon prior budgetary approval by the Durham County Board of Commissioners (the Board) for the fiscal year during which services required by this contract are rendered. The Parties agree and acknowledge that if this contract is signed prior to budgetary approval being granted, that COUNTY may terminate the Contract if the requisite approval is not given, pursuant to Section 8.3 below.

- 4. INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of

CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

- 5. CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to "confidential information" or "personal identifiable information".

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

5.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- b. Highly Restricted Information. CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 1. Information of the COUNTY or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
 2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 3. Information contained in the COUNTY's personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 4. Citizen or employee social security numbers collected by the COUNTY.

5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

5.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

5.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;
- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

5.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affected persons, the CONTRACTOR shall bear the cost of the notice.

5.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of “confidential information” and “personal identifiable information”, by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

5.7 PUBLIC RECORDS. It is expressly understood that as a governmental entity, the COUNTY is subject to the North Carolina Public Records Act and information related to this contract may be requested pursuant to same. In response to any request for information which has been properly labeled as a Trade Secret or Confidential Information, the COUNTY will assert that those are exempt as a Trade Secret or Confidential Information under that Act. Proper labeling will include annotating the bottom of any written document (on the cover and each individual page containing such information) or e-mail with the following footer in at least 12-point bold face type “**Confidential Information**”. Any material labeled as Confidential Information constitutes a representation by CONTRACTOR that it has made a reasonable effort in good faith to determine that such material is, in fact, confidential as defined in N.C. Gen. Stat. § 132-1.2. The COUNTY has no duty or obligation to limit access to information which is not explicitly marked in accordance with this provision.

Should the requestor initiate legal action to compel production, the COUNTY shall notify CONTRACTOR of the action and offer it the opportunity to intervene and defend same. The COUNTY shall have no duty to defend the action and CONTRACTOR agrees to fully indemnify COUNTY for all costs related to such litigation. Should the COUNTY receive a subpoena or court order for the protected information, it will contact CONTRACTOR and afford it the opportunity to intervene in the action under the same terms and conditions as noted above.

6. INDEMNIFICATION. To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s performance during the execution of this Contract. CONTRACTOR shall indemnify and save harmless the County of Durham, their respective officers, agents, servants and employees from and against all claims, losses, and damages arising out of CONTRACTOR’s performance under this Contract. CONTRACTOR acknowledges and agrees that this obligation is operative regardless of whether the claim arises from intentional or negligent acts of CONTRACTOR or CONTRACTOR’s agents, employees, subcontractors, vendors, or invited guests. CONTRACTOR also acknowledges and agrees that it is responsible to satisfy any claim for damage to, or theft of or from, COUNTY property, to the degree said theft, damage, or claim arises from or is otherwise related to CONTRACTOR’s performance under this contract. This indemnification shall survive the termination of this agreement.

7. INSURANCE. CONTRACTOR shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VII or higher from the A.M. Best Company and licensed to do business in North Carolina. All of the policies required of the CONTRACTOR shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise

against the COUNTY. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “waiver of subrogation” this contract shall govern. CONTRACTOR shall advise the COUNTY of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. CONTRACTOR’S insurance shall be primary and any insurance or self-funded liability programs maintained by the COUNTY shall not contribute with respect to the CONTRACTOR’s insurance. COUNTY shall not be listed as an additional insured on any Insurance Policy or Certificate of Insurance of the CONTRACTOR. In the event CONTRACTOR’S Insurance Policy or Certificate of Insurance conflicts with the aforesaid language concerning “additional insured” this contract shall govern.

7.1 Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.

7.2 Commercial Automobile Liability: ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

7.3 Worker’s Compensation and Employers Liability: as required by The State of North Carolina, with statutory limits, and Employers Liability Insurance with a limit of no less than **\$1,000,000** per occurrence.

7.4 Cyber Liability: when applicable based on scope of work, policy must cover breach costs, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, and loss at no less than **\$1,000,000** per occurrence.

By requiring insurance herein, the COUNTY does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities granted to the COUNTY in this Contract. CONTRACTOR shall provide the COUNTY a valid certificate of insurance, in advance of the performance of any work, exhibiting coverage required. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The failure of the COUNTY at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the CONTRACTOR to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the COUNTY, which immunity is hereby reserved to the COUNTY. COUNTY reserves the option to require additional or increased insurance coverages if, in the opinion of COUNTY, such coverage is necessary to properly manage the risk related to this contract. COUNTY shall give notice to CONTRACTOR of any such requirements prior to the execution of this contract, or within such reasonable time as COUNTY becomes aware of the need for such additional or increased coverages.

8. TERMINATION.

8.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the COUNTY may take one or more, or all of the following actions:

- a. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
- b. Deduct any and all expenses incurred by the COUNTY for damages caused by the Contractor's Event of Default; and/or
- c. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

8.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

8.3 CONTINGENT FUNDING/NON-APPROPRIATIONS. If, at any time after the execution of this Contract, the required funding for this contract is not approved by the Durham County Board of Commissioners, COUNTY may terminate this contract immediately. COUNTY shall notify CONTRACTOR of the non-approval and termination within 30 days of the Board's decision.

Termination of this Contract, under either section 8.1, 8.2, or 8.3 shall not form the basis of any claim for loss of anticipated profits by either party.

9. COUNTY NOT RESPONSIBLE FOR EXPENSES. COUNTY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing. CONTRACTOR shall provide the necessary labor, security, permits and safety measures required to provide Services hereunder.

10. EQUIPMENT. CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.

11. COMPLIANCE WITH LAWS. CONTRACTOR shall abide by all statutes, rules, regulations, laws, and executive orders Federal, State and Local as they relate to, but are not limited to, (i) services in general, (ii) payment of employees, subcontractors and agents, (iii) the Fair Labor Standards Act and (iv) the Wage and Hour Division. In the event CONTRACTOR is determined by the final order of a court or appropriate agency to be in violation of any Federal, State or Local statute, rule, regulation, law or executive order or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY and CONTRACTOR may be declared ineligible for further COUNTY contracts.

12. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

13. NON-DISCRIMINATION IN EMPLOYMENT. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, sex, sexual orientation, gender identity or

expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, race sex, sexual orientation, gender identity or expression, creed, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. **CONTRACTOR certifies that CONTRACTOR shall abide by Durham County Ordinance Article I, Sections 15-1 through 15-85. Failure to abide by said Ordinance is a breach of this contract and grounds for terminating the contract for cause and without fault or liability to COUNTY. Nothing contained in this Section, this Contract, or the Durham County ordinances referenced herein shall be interpreted or applied in a manner contrary to any State or Federal law, including laws prohibiting Diversity, Equity, or Inclusion (DEI) measures, program, or initiatives.**

14. EMPLOYMENT ADVERTISING REQUIREMENTS. CONTRACTOR shall post local job openings, in connection with this contract, with the NC Works Web Site throughout the term of this Agreement; provided that the foregoing requirement does not limit CONTRACTOR’S ability to advertise and/or otherwise post job openings with other organizations or media outlets.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR provides the services to the COUNTY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

16. AFFORDABLE CARE ACT REQUIREMENTS (Applicable Only to Staffing Agencies). Beginning in 2015, employers with 100 or more full-time equivalent employees (50 or more beginning in 2016) must offer health insurance coverage that is affordable and provides “minimum value” to full-time employees and dependents as defined by the Patient Protection and Affordable Care Act or face penalties. Staffing companies under contract with Durham COUNTY are required to provide affordable minimum essential coverage as defined by the Patient Protection and Affordable Care Act and to indemnify Durham COUNTY against any 4980H penalties that result from their failure to provide the appropriate coverage. By signing this contract as a Staffing Company, CONTRACTOR shall comply with the aforementioned health insurance coverage requirements of the Affordable Care Act and indemnify the COUNTY against any associated 4980H penalties. **Please complete Exhibit A and return with this contract.**

17. SECURITY BACKGROUND CHECKS.

A. For Particular Facilities:

1. For County Facilities other than Youth Home or Sheriff Facilities: with the exception of the Security contractor security personnel who have completed a Private Protected Services Board (PPSB) background check, the COUNTY is responsible for requesting criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities.
2. Youth Home Facilities: Youth Home public safety classifications background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check falls under the requirements of the North Carolina Criminal Standards and, provided that

the criminal history check is done nationwide.

3. Sheriff Facilities – Courthouse and Detention Center. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center.

B. General Provisions.

A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will complete the background check process prior to commencing work at Durham County Government. The results of the check will be reviewed by CONTRACTOR's County point of contact who will provide them to the Durham County Security Manager. The Human Resources Department will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Human Resources Department will consult the Legal Office, as needed, on any negative determinations. The Human Resources Department will notify the Contractor's County point of contact of the results of the review. Contractor can appeal a negative determination by the Human Resources Department to the County Manager or the County Manager's designee for final disposition. Appeals need to be submitted in writing to the County point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY point of contact. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings disabled.

- 18. AUDIT RIGHTS.** For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both

parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.

19. DISPUTE RESOLUTION PROCEDURE. To prevent disputes and litigation, it is agreed by the parties that any claim or dispute between COUNTY and the CONTRACTOR, arising from this Agreement or the services and/or materials being provided by the CONTRACTOR, shall be sent to the Durham COUNTY Manager who shall appoint a qualified mediator to address the issue. Such request shall be submitted to the COUNTY Manager in writing within ten (10) days of the claim or dispute. Upon receipt of a timely written claim, the Manager, or the County Manager's designee, shall notify the Mediator who will conduct a mediation and notify the CONTRACTOR in writing of the decision within forty-five (45) calendar days from the date of the submission of the claim or dispute, unless the Mediator requires additional time to gather information or allow the parties to provide additional information. The Mediator's orders, decisions and decrees shall be non-binding. Mediation, pursuant to this provision, shall be a pre-condition to initiating litigation concerning the dispute. During the pendency of any dispute and after a determination thereof, parties to the dispute shall act in good faith to mitigate any potential damages including utilization of schedule changes and alternate means of providing services and/or materials. The costs of mediation shall be divided equally between parties to the dispute.

The mediation session shall be private and shall be held in Durham COUNTY, North Carolina. Mediation under this provision shall not be the cause for a delay of services and/or materials being provided which is the focus of the dispute.

If the disputed issue cannot be resolved in mediation or either party disagrees with the results of the mediation, the parties may seek resolution in the General Court of Justice in the COUNTY of Durham and the State of North Carolina. If a party fails to comply in strict accordance with the requirements of this provision, the non-complying party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

20. EXISTENCE. CONTRACTOR warrants that it is a corporation or otherwise legal entity duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.

21. CORPORATE AUTHORITY. By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.

22. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of COUNTY.

23. NOTICES. All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

**COUNTY OF DURHAM
ATTN: PURCHASING DEPARTMENT
7TH FLOOR, 201 EAST MAIN STREET
DURHAM, NORTH CAROLINA 27701**

**CONTRACTOR BOILER MASTERS, INC
ATTN: MARLIN HARGETT
P.O.BOX 16105
GREENSBORO, NC 27416
m3@bmiatlantic.com**

24. HEADINGS, WAIVER, SEVERANCE. The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary. An alleged waiver of a term of this Agreement by COUNTY, whether express or implied, on one occasion shall not be construed to operate as a waiver on other occasions or other provisions. If County fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach. If any part of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted and such severance shall not affect the validity of the remaining provisions hereof.

25. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the COUNTY of Durham and the State of North Carolina.

26. REQUIRED PROVISIONS FOR CONTRACTS/AGREEMENTS/GRANTS UTILIZING FEDERAL FUNDS. Pursuant to the Federal Uniform Guidance Appendix II to 2 CFR Part 200, if Federal Funds are involved in this Contract/Agreement/Grant Agreement, by executing this Contract/Agreement/Grant Agreement, the Contractor/Vendor/Grantee, certifies that it agrees to and is in compliance with the provisions specified in **Exhibit B – Federal Uniform Guidance Contract Provisions Certification.**

~~**27. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM.** It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County’s contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County’s contracting programs.~~

28. ENTIRE CONTRACT. This contract, including Attachment 1, and if applicable Exhibit A and Exhibit B, shall constitute the entire understanding between COUNTY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

COUNTY OF DURHAM

DocuSigned by:
By Claudia O. Hager
2B24CE2253F7468...

Print Name/Title: Claudia O. Hager County Manager

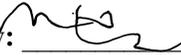
Date of Signature: 7/24/2025 | 11:49 AM EDT

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control

Act.
DocuSigned by:
Crystally Wright
741552748FF541W
Crystally Wright, Durham County Interim Chief Financial Officer

CONTRACTOR

Signed by:

By:  _____
C549AEBF03AC493...

Print Name/Title: Marlin Hargett Vice President

Date of Signature: 7/21/2025 | 3:09 PM EDT

ATTACHMENTS to follow



SCOPE OF SERVICES FORM

This Scope of Services is an integral part of this contract between the **County of Durham** (“County”), and **Boiler Masters, Inc.** (“Contractor”), which contract is dated July 1, 2025. Contractor agrees to provide services and/or materials pursuant to the provisions set forth below.

- I. **Background/Purpose:** The chillers at the North and east Regional libraries are original to the facility and have been in use for approximately eighteen years and are at the end of their operational lifespan and are in need of replacement.
- II. **References:** The following documents are incorporated herein by reference to them:
 - RFP No. 25-026 (bid package)
- III. **Work/Requirements:** The Contractor shall provide the necessary labor, security, safety measures, and all federal, state, and/or local permits as required to perform the following:
 - Lock out tag out equipment as needed to provide a safe work environment. A County representative will provide locations in order to perform this task. The contractor is responsible to verify that all systems locked out and tagged out, including but not limited to, electrical, mechanical, chemical, gas, pneumatic, and inertial are safe to work on. The contractor will provide LOTO devices to perform task, the County will not provide any devices for this task. Once systems are locked out, verify that systems are safe before proceeding.
 - The facilities may be in operation during the installation; it will be the contractor’s responsibility to provide safety measures to prevent library staff and pedestrian/customer traffic from entering the work area or provide a means that will allow safe access while performing work.
 - A coordination meeting will be held prior to the commencement of activities, the meeting will provide information on tasking, workflow and associated topics. Once all parties have been informed of, and agree on procedures, start date etc. a final schedule will be provided to the General Services representative. This schedule will be disseminated to the facility management team.
 - Submittals for proposed chillers will be provided for approval, once approved chillers can be ordered. Submittals will include all specifications for units and all warranty information provided by the manufacturer
 - The contractor will provide supervision while working on the project at all times.
 - Training for new chillers will be provided by the contractor, training can be performed by the contractor, or a factory representative.

ATTACHMENT 1

- All cutting and patching will be the responsibility of the contractor to perform. Patches will meet existing material in color and texture as close as possible.
- All means of movement shall be the responsibility of the contractor to perform. These include but are not limited to, cranes, forklifts, and other means to remove old chillers and place new chillers. A lift plan will be provided, for both facilities, to the Counties Safety department before lifts can proceed.
- Isolate, demo and remove existing chillers, disconnect or remove from, including but not limited to, electrical, both low and high voltage, piping, insulation, controls and ancillary systems.
- The contractor will dispose of old chillers, the contractor is responsible to verify that chillers are disposed of properly and meet all current, local, state and federal guidelines or laws pertaining to the disposal of this type of equipment.
- Furnish and install two new chillers for the North and East Regional Libraries, one chiller at each facility, the installs will be turnkey and ready for immediate use.
- New chillers will meet or exceed current efficiency standards and will meet the current requirements and capacities for the systems being served.
- The contractor will be responsible for verifying that all existing systems are compatible with new equipment. Any modifications to existing systems will be the responsibility of the contractor to perform. These include but are not limited to, electrical, both high and low voltage, controls, piping and ancillary systems.
- New chillers will be set in the same location as existing chillers, it is the contractors responsibility to verify new chillers will fit in these locations, and that current equipment pads or concrete will support the new chillers. All modifications needed to equipment pads or concrete if needed will be the responsibility of the contractor to perform.
- Once new chillers are set in place the contractor will re-connect chillers, re-connections include but are not limited to electrical, HVAC, piping, controls and ancillary systems in order to provide a fully functional system.
- Once new chillers are re-connected, check for leaks, including but not limited to water, refrigerant, oil etc. Check for correct voltages for electrical, controls and ancillary systems.
- Check existing heat trace tape for function, if applicable, report any issues to the County representative.
- Reinsulate piping with new insulation, insulation will be the same thickness as existing, insulation will be covered with PVC or metal jacket and sealed to protect insulation.
- New chillers will be factory started, chillers will be run through all modes of operation to verify correct function, and a start-up report will be provided to the County representative.
- All work under this contract shall be guaranteed against defects resulting from the use of substandard materials, equipment, or workmanship for one (1) year from the date of final acceptance by the County. Any work which has to be corrected shall be serviced and

ATTACHMENT 1

repaired by the Contractor at no additional cost to the County. If there are any other provisions, agreements, documents, or terms between the parties that are contrary to this contract and its attached Scope of Work, this contract and Scope of work shall govern except that, if there are any discrepancies between this warranty and any other written warranties, the stronger/lengthier warranty shall apply.

- The contractor will provide a cost for weekend and evening work, this cost will be listed as a separate line item on the bid proposal form.
- A schedule of values will be provided for billing purposes, this schedule will be provided within ten days after award of project.
- The contractor will clean up and dispose of trash daily and at the end of the project

IV. Schedules/Timelines: Regular working hours shall be Monday – Friday between the hours of 7:30am–4:30pm. All work is to be complete within 120 days of Notice to Proceed (NTP) Overtime and weekend work may be needed so impact on the operations of the facility is minimized. Project duration will be 120 days for each facility; projects can run concurrently. Actual installation of chillers will be 10 days, 5 days for each facility, chillers will be operational at the end of this time frame. Any alterations or changes to the installation time will be discussed with the County representative.

V. Transmittal/Delivery/Accessibility: All communications related to this contract shall be addressed to the county representative. A County Representative will provide access to property. Parking will be provided on site; staffs personal vehicles will be parked in the rear of the parking lot. Two company vehicles can be parked adjacent to the work area. Entrance to the work area will be coned off to prevent traffic from entering the work area while work is in progress.

VI. Payment: Invoice from vendor must reference funds reservation number assigned to this contract, location of service, description of service, vendor’s remittance address, completion dates, warranties, permits or additional submittals and shall be forwarded to County Representative for review. The Contractor is to include with each pay request, the completed MWBE, Appendix E Form (if applicable).).

Invoices for services/goods should be transmitted via email to GeneralServices@dconc.gov AND/OR mailed to 310 South Dillard St. Durham, NC 27701.

If there are any delivery, freight or shipping costs related to this work, this information must be clearly identified and indicated in proposal and on invoice.

These reports are material obligations of the contractor. Authorization of payments will be forwarded to Finance Department dependent on receipt of all forms. The County may withhold payment if required reports or submittals are not received. Upon payment authorization, invoices will be paid net 30.

VII. Warranty: All work under this contract shall be guaranteed against defects resulting from the use of substandard materials, equipment, or workmanship for one (1) year from the date of final acceptance by the County. Any work which has to be corrected shall be serviced and repaired by the Contractor at no additional cost to the County. If there are any other provisions, agreements, documents, or terms between the parties that are contrary to this contract and its attached Scope of

ATTACHMENT 1

Work, this contract and Scope of work shall govern except that, if there are any discrepancies between this warranty and any other written warranties, the stronger/lengthier warranty shall apply.

VIII. Safety Practices: Contractor shall instruct all employees performing work to utilize industry standard safety methods to ensure staff keep work areas free from hazards as not to cause harm to themselves, county employees or public.

- Contractor is to provide all necessary Personal Protective Equipment (PPE), accident prevention signs and tags, illumination requirements, fall protection etc. to personnel performing work on County property.
- Contractor will comply with all applicable laws, ordinances, and rules and regulations for the safety of persons and property.
- Contractor is to provide all Safety Data Sheets (SDS) for products utilized or kept onsite during service. These are to be filed on site and with County Representative.
- Contractor agrees not to use any materials which do not meet necessary requirements for the safety of the public and the County of Durham.
- All liquid materials stored in County facilities must be held in original containers and/or clearly labeled. No unmarked containers permitted.

IX. County Designated Representative(s):

Name: David Alpaugh

Phone Number: (919) 309-6480

Email: dalpaughj@dconc.gov

"Copy"



REQUEST FOR PROPOSALS

**Replacement of Air-Cooled Chillers at the North and East Regional Libraries
RFP No. 25-026**

ISSUE DATE: January 29, 2025
ISSUING DEPARTMENT: County of Durham Purchasing Division of Finance
201 East Main Street, 7th Floor, Room 703
Durham, NC 27701

Sealed Proposals will be received until 2:00 P.M., Eastern Time on (MONTH, XX 202X). The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide the demolition of two chillers and the installation of two new chillers at the East and North regional Libraries

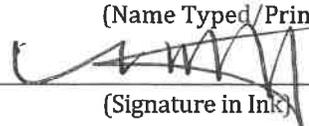
All inquiries concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures should be directed to:

Rishanda Fowler, Procurement Specialist
Purchasing Division of Finance
Email: purchasinggroup@dconc.gov
Telephone: 919-560-0041

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Proposer to ensure that his/her Proposal reaches the Purchasing Division by the designated date and hour indicated above.

In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.

Firm Name: BOILER MASTERS INC
Address: PO BOX 16105
GREENSBORO, NC 27416
Phone: 336-272-9044

Date: 3/4/25
By: MARLIN HARGETT, JR
(Name Typed/Printed)

(Signature in Ink)

Attachment A



PROPOSAL FORM

Replacement of Air-Cooled Chillers at the North and East Regional Libraries

RFP No. 25-026

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the County of Durham.

North Library Cost

\$ 106,000

East Library Cost

\$ 106,000

Weekend and overtime cost

\$ 14,000

TOTAL PROPOSED COST

\$ 226,000

Two Hundred Twenty Six Thousand + 00/100 Dollars

(Total Proposed Cost in Writing)

The above Total Proposed Cost should be based on being awarded the entire project for both facilities, proposals for one facility will not be accepted.

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: 3/4/25

Authorized Signature: [Handwritten Signature]

Name

VICE PRESIDENT

Title

BOILER MASTERS INC

Firm Name



Attachment C

ADDENDUM ACKNOWLEDGEMENT
Replacement of Air-Cooled Chillers at the North and East Regional Libraries
RFP No. 25-026

Receipt of the following Addendum is acknowledged:

Addendum no. #1 Date 2/19/25

Addendum no. #2 Date 2/24/25

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Addendum no. _____ Date _____

Signature:  Date: 3/4/25

BOILER MASTERS INC

Name of Firm

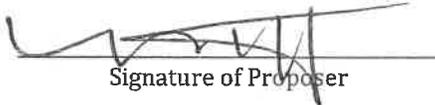
Attachment D

NON-COLLUSION AFFIDAVIT

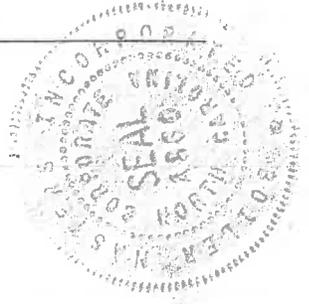
State of North Carolina
County of Durham

MARLIN HARGETT, JR, being first duly sworn, deposes and says that:

1. He/She is the VICE PRESIDENT of BOILER MASTERS INC, the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a **collusive** or **sham** Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a **collusive** or **sham** Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Durham or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

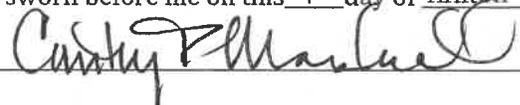

Signature of Proposer

3/4/25
Date



State of North Carolina, County of GUILFORD

Subscribed and sworn before me on this 4 day of MARCH, 2025

Notary Public 

My Commission Expires: 7/24/2028

COURTNEY R. MARSHALL
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 7/24/2028

Attachment E

MWBE FORMS

(Affidavits A-D and Appendix E)

Affidavit A

ATTACH TO BID

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

COUNTY OF DURHAM

MARLIN HARGETT, JR c/o BOILER MASTERS INC

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

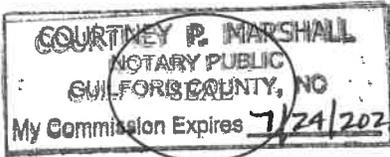
- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended pre-bid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Bidder's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/4/25 Name of Authorized Officer: MARLIN HARGETT, JR

Signature: [Handwritten Signature]
Title: VICE PRESIDENT



State of North Carolina, County of GUILFORD
Subscribed and sworn to before me this 4 day of MARCH 2025
Notary Public Courtney P Marshall
My commission expires 7/24/2028

Affidavit C

ATTACH TO BID - IF YOU HAVE MWBE PARTICIPATION

State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

COUNTY OF DURHAM

Durham County Goals for MWBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Affidavit of MARLIN HARGETT, JR I do hereby certify that on the
(Name of Bidder)

DURHAM CO-REPLACEMENT OF AIR COOLED CHILLERS AT THE NORTH & EAST REGIONAL LIBRARIES
(Project Name)

Project ID No. #25-206 Amount of Bid \$ 226,000

I will expend a minimum of .015 % of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Firm Name (Street Address/Zip/Telephone)	*Minority Category	Work Description	Dollar Value	Percentage of Goal
GP SUPPLY CO (336)274-7615 501 E WASHINGTON ST GREENSBORO, NC 27401	B	PIPE SUPPLIER	\$4,000.00	.017
KH ELECTRICAL LLC(919)437-4956 6111 FLOWER HILL RD RENTLY, NC 27542	F	ELECTRICAL CONTRACTOR	\$13,000.00	.057

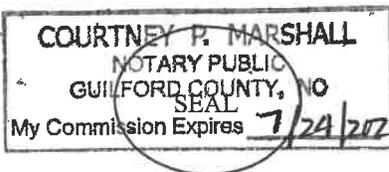
*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F)

Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/4/25 Name of Authorized Officer: MARLIN HARGETT, JR

Signature: [Handwritten Signature]
Title: VICE PRESIDENT



State of North Carolina, County of GUILFORD
Subscribed and sworn to before me this 4 day of MARCH 2025
Notary Public Courtney P. Marshall
My commission expires 7/24/2028

Attachment F

AFFIDAVIT OF COMPLIANCE

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

**AFFIDAVIT OF COMPLIANCE
with N.C. E-Verify Statutes**

I, MARLIN HARGETT, JR (hereinafter the "Affiant"), being duly authorized by and on behalf of BOILER MASTERS INC (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Article 2 of Chapter 64 of the North Carolina General Statutes; and
2. Contractor understands that an "Employer", as defined in NCGS§64-25(4), is required by law to use E-Verify to verify the work authorization of its employees through E-Verify in accordance with NCGS§64-26(a). The term "Employer" does not include State agencies, counties, municipalities, or other governmental bodies.
3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the state of North Carolina. (mark Yes or No)
 - a. YES X
 - b. NO
4. Contractor will ensure compliance with E-Verify to the extent applicable and will ensure compliance by any subcontractors subsequently hired by Contractor to perform work under Contractor's contract with Durham County.

This 4 day of MARCH, 2025.


Signature of Affiant

Print or Type Name: MARLIN HARGETT, JR

State of NORTH CAROLINA

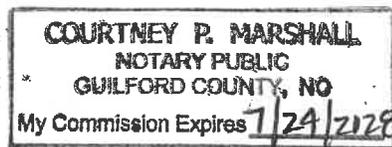
County of GUILFORD

Signed and sworn to (or affirmed) before me, this the 4TH day of MARCH, 2025

My Commission Expires: 7/24/2028


Notary Public

(Affix Official/Notarial Seal)



Attachment G

VENDOR APPLICATION & W-9



VENDOR APPLICATION

IT IS CRITICAL TO THE COUNTY THAT YOU COMPLETE ALL DATA - PLEASE PRINT OR TYPE
(A W-9 FORM IS REQUIRED AND MUST BE SUBMITTED WITH THIS FORM)

1. Vendor Name: BOILER MASTERS INC

Do you require a 1099? Yes No

2. Mailing address for payments:
PO BOX 16105
GREENSBORO, NC 27416

3. Mailing address for purchase orders, proposals and bids:
314 VILLAGE GREEN DR.
GREENSBORO, NC 27406

4. Contact Person MARLIN HARGETT, JR Phone #: 336-272-9044
Email: admin@bmiatlantic.com Fax #: 336-272-9051

5. In what City and State is your firm licensed? NC, SC, VA & GA

If licensed in NC, indicate County (for tax purposes) GUILFORD

Individual Partnership Corporation Governmental Agency Other

6. Is your firm a large business? Yes No 7. Is your firm a small business? Yes No

8. Is your firm 51 percent or more owned and operated by a woman? Yes No
If yes, with what governmental agencies are you certified? n/a

9. Is your firm 51 percent or more owned and operated by a minority? Yes No
10. If yes, with what governmental agencies are you certified? n/a

11. Identify appropriate minority group:
Black American Native American Hispanic Asian/Pacific Asian Indian N/A

12. Is your firm incorporated? Yes No

13. Is your firm a not-for-profit concern? Yes No

14. Is your firm a handicapped business concern? Yes No

15. Give a brief description of goods or services your firm provides:
INDUSTRIAL COMMERCIAL HVAC SALES, SERVICE, PARTS & INSTALLATIONS

Signature: [Signature] Title: VICE PRESIDENT

Print name: MARLIN HARGETT, JR Date: 3/4/25

If you have any questions concerning this form, email Durham County Purchasing Division at purchasinggroup@dconc.gov

NOTICE TO THE BIDDERS/PROPOSERS

Please return this Vendor Application and W-9 along with your Bid Proposal packet.

PURCHASING TO COMPLETE (when received from the department)

Listed as Debarred or Suspended Vendors?

<https://www.sam.gov> Yes No

<https://www.doa.nc.gov/divisions/purchase-contract/debarred-vendors> Yes No

Verified by: _____ Date: _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above. Boiler Masters Inc.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
	5 Address (number, street, and apt. or suite no.). See instructions. 314 Village Green Drive		Requester's name and address (optional)
	6 City, state, and ZIP code Greensboro, NC 27406-3640		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number								
			-					
or								
Employer identification number								
5	6	-	1	2	8	7	2	0

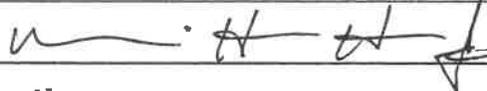
Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person		Date	3/4/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

314 Village Green Dr.
Greensboro, NC 27406



9005 Two Notch Rd., Ste 4A
Columbia, SC 29223

888-272-9044
www.bmiatlantic.com

BOILER MASTERS INC
GREENSBORO, NC

**PROJECT#25-026 / DURHAM COUNTY – REPLACEMENT OF AIRCOOLED CHILLERS
AT THE NORTH AND EAST REGIONAL LIBRARIES.**

PROPOSAL TABLE OF CONTENTS:

BID PROPOSAL

EXECUTIVE SUMMARY

CORPORATE OVERVIEW

APPROACH FOR SERVICES SPECIFIED

ORGANIZATION & STAFFING

QUALIFICATIONS / EXPERIENCE

MWBE PARTICIPATION

CONFLICT OF INTEREST

EXECUTIVE SUMMARY

BOILER MASTERS INC HAS FULL KNOWLEDGE AND THE CAPABILITY TO CONDUCT AND PERFORM THIS AFOREMENTIONED PROJECT.

WE HAVE RECEIVED ALL SPECIFICATIONS, ALONG WITH THE ADDENDUMS WHICH ARE ACKNOWLEDGED WITHIN OUR BID DOCUMENTS.

CORPORATE OVERVIEW

BOILER MASTERS INC HAS BEEN ESTABLISHED SINCE 1980.

WE ARE LOCATED AT 314 VILLAGE GREEN DRIVE, GREENSBORO, NC 27406.

OUR OFFICE PHONE NUMBER IS (336_272-9044.

OUR EMAIL ADDRESS IS: admin@bmiatlantic.com

COMPANY REPRESENTATIVE: MR MARLIN HARGETT, III – PROJECT MANAGER

PROJECT APPROACH:

- REMOVE & DISPOSE OF EXISTING CHILLER(S) AT EACH LIBRARY SITE LOCATION
 - REMOVE & DISPOSE OF EXISTING REFRIGERANT PER "EPA" STANDARDS

 - PROVIDE & INSTALL THE NEW AIRCOOLED CHILLER(S). NEW CHILLERS WILL MEET THE SPECIFICATIONS LISTED IN RFP#25-026

 - PROVIDE & INSTALL NEW POWER WIRING AS REQUIRED FOR EACH NEW CHILLERS AND NEC

 - PROVIDE CONTROL TIE-INS TO CONNECT THE NEW CHILLER(S) TO THE EXISTING SYSTEM

 - PROVIDE & INSTALL NEW TEMPORARY CHILLER CONNECTIONS FOR HYDRONIC PIPING ONLY

 - FACTORY START-UP
 - OWNER TRAINING
 - O&M MANUALS
 - RE-USE EXISTING CHILLER PAD

 - 1ST YEAR PARTS & LABOR WARRANTY – 4 YEARS
ADDITIONAL PARTS ONLY WARRANTY
WARRANTY WORK PERFORMED BY FACTORY

 - WEEKEND CHANGE OUTS, IF NECESSARY
 - LOCAL PERMITS & INSPECTIONS
-
-

ORGANIZATION & STAFFING

BOILER MASTERS INC HAS A STAFF OF 25 EMPLOYEES

OWNERS:

MR. MARLIN HARGETT, JR -VICE PRESIDENT

MR. BRYAN SPIVEY – PRESIDENT

SR. ADMINISTRATIVE ASSISTANTS

VICKI SPIVEY

ANGELA MARSHALL

ACCOUNTS PAYABLE RECEIVABLES

BARBARA HARGETT

PROJECT MANAGERS:

MR. MARLIN HARGETT, III / 25+ YEARS EXPERINCE

MR. BRANDON HARGETT / 25+ YEARS EXPERIENCE

MR. COLE HARGETT / 10+ YEARS EXPERIENCE

WARHOUSE REP

ZACH BAILEY

FIELD INSTALLERS

BOILER MASTERS INC HAS A CREW OF (10) SELECT EQUIPMENT INSTALLERS

SERVICE TECHS

BOILER MASTERS INC HAS (3) SERVICE TECHNICIANS THAT PERFORM WORK IN OUR
24 HR / 7- DAY WEEK– SERVICE DEPARTMENT

QUALIFICATIONS & EXPERIENCE:

BOILER MASTERS INC. PROJECT REFERENCES – PAST (5) YEARS

**WAKE COUNTY PUBLIC SCHOOLS
FACILITIES DESIGN & CONSTRUCTION
111 CORNING RD / SUITE 190
RALEIGH, NC**

VARIOUS SCHOOLS -COOLING TOWER & CHILLER REPLACEMENT PROJECTS

**OWNER REP: DANIEL BUDRONIS
FACILITIES ENGINEERING & CONSTRUCTION
DIVISION OF PROPERTY & CONSTRUCTION
RALEIGH, NC 27603**

EMAIL: DBUDRONIS@WCPSS.NET

**GUILFORD COUNTY SCHOOLS
CHILLER REPLACEMENTS & UPGRADES PROJECTS
@ VARIOUS GCS SCHOOL LOCATIONS**

**OWNER REP: MR. TRACY NANCE
FACILITIES MAINTENANCE DEPT
3920 NALCO RD
GREENSBORO, NC 27401**

EMAIL: NANCET2@GCSNC.COM

**FAYETTEVILLE STATE UNIVERSITY
CHILLER & BOILER REPLACEMENT PROJECTS
@ VARIOUS BUILDINGS ON CAMPUS**

**OWNER REP:
MR. MICHAEL MCKINNON

PHYSICAL PLANT SUPERVISOR
1200 MURCHISON RD.
FAYETTEVILLE, NC 28301**

EMAIL: MMCKINNON@UNCFSU.EDU

BOILER MASTERS INC. PROJECT REFERENCES – PAST (5) YEARS

(CONTINUED)

**CENTRAL PIEDMONT COMMUNITY COLLEGE
VARIOUS COOLING TOWER, CHILLER & BOILER REPLACEMENT PROJECTS**

**OWNER REP: MR DAVID VALDER, CEM, PEM
DIRECTOR OF ENERGY & SUSTAINABILITY
FACILITIES SERVICES
CENTRAL CAMPUS
CHARLOTTE, NC 28235**

EMAIL: DAVID.VALDER@CPCC.EDU

**GUILFORD TECHNICAL COMMUNITY COLLEGE
VARIOUS CAMPUS BOILER & CHILLER REPLACEMENT PROJECTS**

**OWNER REP: MR CHARLES YOUNG
ASST DIRECTOR OF PHYSICAL PLANT
JAMESTOWN, NC 27282**

EMAIL: HCYOUNG@GTCC.EDU

MWBE PARTICIPATION REQUIREMENTS:

ATTENTION M/WBE COMPANIES: WE ARE REQUESTING YOUR INTEREST IN SUBMITTING A PROPOSAL FOR THE FOLLOWING PROJECT(S). IN ORDER TO MEET ALL OF THE STATE & LOCAL UPON OUR AWARD OF CONTRACTS FOR THIS PROJECT WE WILL REQUIRE PROOF OF YOUR M/WBE CERTIFICATION WITHIN 24-48 HOURS OF OUR VERBAL NOTIFICATION TO YOUR COMPANY. WE DO OFFER THE FOLLOWING:

- 1) BOILER MASTERS INC CONTACTS MINORITY BUSINESS THAT REASONABLY COULD HAVE BEEN EXPECTED TO SUBMIT A QUOTE OR AVAILABLE ON STATE HUB CERTIFIED LISTS, AT LEAST (10) DAYS BEFORE THE BID DATE.
 - 2) BOILER MASTERS INC WILL MAKE CONSTRUCTION PLANS/SPECIFICATIONS AVAILABLE FOR REVIEW BY PROSPECTIVE MINORITY BUSINESSES
 - 3) BOILER MASTERS INC., WILL BREAKDOWN ELEMENTS OF WORK INTO ECONMICAL FEASIBLE UNITS TO FACILITATE MINORITY PARTICIPATION
 - 4) BOILER MASTERS INC, WORKS WITH MINORITY TRADES OR CONTRACTORS IDENTIFIED BY THE OFFICE OF HISTORICALLY UNDERUTILIZED BUSINESSES AND INCLUDED IN THE BID DOCUMENTS THAT PROVIDE ASSISTANCE IN RECRUITMENT OF MINORITY BUSINESSES.
 - 5) BOILER MASTERS INC NEGOTIATES IN GOOD FAITH EFFORTS WITH INTERESTED MINORITY BUSINESSES AND WE DON'T REJECT THEM AS UNFQUAILIFIED WITHOUT SOUND REASONS.
 - 6) UPON REQUEST, BOILER MASTERS INC CAN PROVIDE QUICK PAY AGREEMENTS TO ENABLE MINORITY CONTRACTORS AND SUPPLIERS TO MEET THEIR CASH FLOW NEEDS. BMI CAN OFFER NET (15) DAY PAY TERMS AS WELL AS OFFERING AN UPFRONT DEPOSIT TO ASSIST WITH PROCUREMENT MATERIALS FOR THIS PROJECT.
 - 7) BOILER MASTERS INC. WILL PROVIDE INFORMATION ON ANY SITE MEETINGS, THAT IS SCHEDULED BY THE OWNER
-

CONFLICT OF INTEREST:

BOILER MASTERS INC HAS NO INVOLVEMENT THAT OUR FIRM, ITS EMPLOYEES OR ITS OWNERS, SHOULD HAVE ANY CONFLICT OF INTEREST WITH THIS PROJECT

FINANCIAL STABILITY:

OUR ANNUAL CORPORATE SALES REVENUE IS \$20 TO \$25M

AVERAGE PROJECTS RANGE FROM \$500 TO \$1.5M

EACH YEAR WE CONDUCT AND ISSUE A CERTIFIED AUDIT TO EACH STATE LICENSE AGENCY FOR OUR LICENSE RENEWALS

BOILER MASTERS INC IS LICENSED IN (4) STATES, NC, VA, SC & GA

License Number
10313

North Carolina
State Board of Examiners of Plumbing,
Heating & Fire Sprinkler Contractors
State License No. 10313

Expiration Date
December 31, 2025

This is to Certify that:

Boiler Masters, Inc.
PO Box 16105
Greensboro, NC 27416

Marlin H. Hargett Jr.

Marlin H. Hargett Jr.: Heating Group 1 - Class I, Heating Group 2; Marlin Hugh Hargett III: Heating Group 1 - Class I, Heating Group 2, Plumbing Class I

Is duly registered, licensed and authorized to engage in the business of
Heating Group 1 - Class I, Heating Group 2, Plumbing Class I

Within the State of North Carolina until December 31, 2025, when this license expires. This authority is granted in accordance with the provisions of Chapter 87, Article 2 of the General Statutes of North Carolina.

Witness my hand and seal of the Board

This 1st day of January 2025.



Randall Stoltz

Chairman

[Signature]

Executive
Director

Expiration Date

2025

License No.

63135

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Boiler Masters Incorporated

Greensboro, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building

until

December 31, 2025

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2025

This certificate may not be altered.



S. P. ...

Chairman

Ryan J. ...

Secretary-Treasurer



Proposal Tabulation

RFP 25-026

Replacement of Air-Cooled Chillers at the North & East Regional Libraries

**March 4, 2025
2:00 P.M., Eastern Time**

Proposer	North Library Cost	East Library Cost	Weekend and Overtime Cost	Total Proposed Cost
Superior Mechanical Services Inc. 607 Industrial Avenue Greensboro, NC 27406 (336)274-3008 cgibson@superiormechserv.com	\$100,000.00	\$99,000.00	\$5,700.00	\$204,700.00
Boiler Masters Inc. PO Box 16105 Greensboro, NC 27416 (336)272-9044 admin@bmiatlantic.com	\$106,000	\$106,000	\$14,000	\$226,000
Comfort Mechanical Contractors, Inc. 4008 Comfort Lane Durham, NC 27705 (919)422-4594 mgarrard@comfortnc.com	\$204,450.00	\$204,450.00	\$2,900.00	\$211,800.00
Envirotol LLC 7311 ACC Blvd. Raleigh, NC 27617 (919)428-5985 Frank.ladd@etrol.net	\$138,365.00	\$138,365.00	\$15,585.00	\$292,315.00



ATTACHMENT

MWBE Compliance Review Form - Agenda Action Form (AAF)

Department: General Services

Project Name: RFP 25-026 North & East Regional Libraries Chiller Replacements

Durham County hereby establishes the following aspirational goals, which may be adjusted from time to time as deemed necessary by the County Manager or designee.

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE Availability % <i>(Median Availability)</i>
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal =					25.0%

Comments (To be completed by Purchasing):

In a review of the MWBE Compliance for RFP, 25-026 North & East Regional Libraries Chiller Replacements Boiler Masters Inc. is utilizing 0.17% MWBE Certified Black American businesses and 0.57% MWBE Certified Woman-Owned businesses as MWBE subcontracting participation to perform services on this project.

MWBE Compliance reviewed by the Durham County MWBE Management Team:

Jonathan Hawley, Procurement Manager

Date

**DURHAM COUNTY
NORTH CAROLINA**



REQUEST FOR PROPOSALS

Replacement of Air-Cooled Chillers at the North and East Regional Libraries

RFP NO. 25-026

Proposals Due:

March 4, 2025

2:00 P.M., Eastern Time

**Replacement of Air-Cooled Chillers at the North and East Regional Libraries
RFP No. 25-026**

PROPOSAL SCHEDULE

(Note: The below dates are subject to change)

Advertisement Date	Wednesday, January 29, 2025
Site Visit Date	Thursday, February 6, 2025 at 10:00am EST
Last Date for Question	Tuesday, February 18, 2025 at 3:00 pm EST
Sealed Proposal Due Date	Tuesday, March 4, 2025 at 2:00 pm EST



REQUEST FOR PROPOSALS

Replacement of Air-Cooled Chillers at the North and East Regional Libraries RFP No. 25-026

ISSUE DATE: January 29, 2025
ISSUING DEPARTMENT: **County of Durham Purchasing Division of Finance**
201 East Main Street, 7th Floor, Room 703
Durham, NC 27701

Sealed Proposals will be received until 2:00 P.M., Eastern Time on (MONTH, XX 202X). The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified firms to provide the demolition of two chillers and the installation of two new chillers at the East and North regional Libraries

All inquiries concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures should be directed to:

Rishanda Fowler, Procurement Specialist
Purchasing Division of Finance
Email: purchasinggroup@dconc.gov
Telephone: 919-560-0041

Sealed Proposals shall be mailed and/or hand delivered to the Issuing Department shown above, and the envelope shall bear the name and number of this Request for Proposals (RFP). It is the sole responsibility of the Proposer to ensure that his/her Proposal reaches the Purchasing Division by the designated date and hour indicated above.

In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the goods and services described in accordance with the attached signed proposal.

Firm Name: _____

Date: _____

Address: _____

By: _____

(Name Typed/Printed)

(Signature in Ink)

Phone: _____



LEGAL NOTICE

Replacement of Air-Cooled Chillers at the North and East Regional Libraries RFP No. 25-026

The County of Durham will receive sealed proposals for qualified Contractor(s) to establish a contract to provide the demolition of two existing air cooled chillers and the installation of two new air-cooled chillers at the East and North regional Libraries on **March 4, 2025, at 2:00 P.M Eastern Time**, in the Durham County Purchasing Division of Finance, 201 East Main Street, 7th Floor, Room 703, Durham, North Carolina 27701. No proposals will be accepted after the official time and date.

A SITE VISIT will be held at 10:00 A.M. Eastern Time, on February 6, 2025, at the North and East Regional Libraries. **The site visit will begin promptly at 10:00am at the North Regional Library**, located at 221 Milton Road Durham North Carolina, **and then proceed to the East Regional Library** at 211 Lick Creek Road, Durham North Carolina. There will only be one site visit scheduled for the day. **Once the site visit at the East Regional Library concludes no other site visits will be scheduled.**

An electronic copy of this Request for Proposal (RFP) can be obtained from Durham County's eBid System located under Bid Opportunities <https://www.dconc.gov/county-departments/departments-finance/bid-opportunities>. Proposers can download a copy of the solicitation and all addenda without registering in the system. However, to **automatically** receive email notifications of solicitations and addenda issued by the Purchasing Division, Proposers **MUST** register in the eBid system.

Proposals are encouraged and welcome from historically underutilized businesses (HUBs).

The County reserves the right to accept or reject, in whole or in part, such proposals as appear in its judgment to be in the best interest of the County.

Publication Date: January 29, 2025